

U.S. Department of Justice

Washington, DC 20530

Received by NSD/FARA Registration Unit 06/28/2019 12:13:09 PM

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Global Vision Communications

2. Registration No.

6340

3. Name of Foreign Principal

Taiwanese Civil Government

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Received by NSD/FARA Registration Unit 06/28/2019 12:13:09 PM

FORM NSD-4
Revised 05/17

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Lobbying, public relations and strategic communications services.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities include educating US government officials, influencers and the general public on the economy and strategic importance of Taiwan. In addition, working towards closer ties between Taiwan and the United States and working towards international recognition of Taiwan by the United States, the United Nations and countries of the world.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 27, 2019	Neil Hare, President	/s/ Neil E. Hare
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is between the Taiwan Civil Government, Central Government Headquarters, No. 100-1 Yuanlinkeng Road, Guishan Township, Taoyuan County Hsinchu state 33391, Taiwan, (referred to herein as "TCG"), and Global Vision Communications, 1315 K Street, N.W., Washington, D.C. 20005 (referred to herein as the "Consultant").

TCG and the Consultant agree as follows:

1. **Consulting Services.** The Consultant shall perform the following services for TCG:

1.1. The Consultant shall perform lobbying, public relations and strategic communications services.

1.2. The Consultant shall perform all services in a timely and professional manner. If the Consultant subcontracts for any services to be provided to TCG, the Consultant will manage the performance of such subcontractors and ensure their compliance with the terms of this agreement.

2. **Term.** This agreement applies to services performed by the Consultant beginning on February 1, 2019 and terminates on December 31, 2020.

2.1. In addition, either party may terminate this agreement for any reason by giving the non-terminating party at least 60 days' prior written notice. Also, either party may immediately terminate this agreement for cause by giving the other party written notice. Cause can include misrepresentation of any GVC activities working on behalf of TCG or breach of the confidentiality clause contained in this agreement in Section 6 or a party's failure to comply with the applicable law per Section 11.

2.2. To terminate this agreement, a party must send its notice of termination to the other party at the address listed above.

3. **Liaison.** The Consultant's contact at TCG is James Lin (the "Liaison"), and the Consultant shall maintain close contact with the Liaison throughout the term of this agreement.

4. **Payment.** The fee for these activities is \$1,200,000 payable in six installments as follows:

- | | |
|----------------|-------------------|
| 4.1. \$200,000 | February 1, 2019 |
| 4.2. \$200,000 | June 1, 2019 |
| 4.3. \$200,000 | September 1, 2019 |
| 4.4. \$200,000 | January 1, 2020 |
| 4.5. \$200,000 | April 1, 2020 |
| 4.6. \$200,000 | September 1, 2020 |

The cost of producing materials, advertising fees, wire fees, sponsorship fees, membership fees, lobbying registration fees, event space, food and beverage for events, or travel and entertainment will be in addition to the management fee and pre-approved by TCG.

5. **Expenses.** Reimbursement of expenses is contingent upon TCG's prior written authorization for the expense and the Consultant providing TCG with a written request for reimbursement supported by receipts.
6. **Confidentiality.** Unless authorized in writing by TCG, the Consultant shall not disclose to a third party, through any medium or in any form, any information or parts thereof provided by TCG in connection with the services performed under this agreement. The Consultant shall take all reasonable steps to ensure that its directors, officers or employees with access to such material are aware of this confidentiality obligation. Neither the Consultant nor TCG shall use any material produced under this agreement for any purpose other than for those the material is intended to address. This obligation of confidentiality continues in perpetuity.
7. **Work Product.** All material and information produced by the Consultant under this agreement, whether written or otherwise ("Work Product"), constitutes a "work made for hire," as defined in 17 U.S.C. § 101. All rights in the Work Product, including proprietary knowledge or information, trademark, copyright, and patentable subject matter, are the sole property of TCG. Upon request by TCG, the Consultant will execute any documents and instruments necessary to grant full title and ownership in the Work Product to TCG at no additional expense to TCG.

a. The Consultant will retain all rights to any of its previously-developed proprietary material or information, trademarks, copyrights, and patentable subject matter that the Consultant may incorporate into the Work Product, on the condition, however, that the Consultant grant to TCG a perpetual, world-wide, royalty-free, non-exclusive, transferable license to use any such previously-developed material or information in connection with the Work Product.

b. The Consultant shall not use: (i) any copyrighted, trademarked, patented or proprietary rights, or (ii) any likeness, name, speech or other identifiable personal characteristic of any other person or entity in its preparation of the Work Product. If the Consultant determines that it is necessary to use such material, the Consultant shall promptly notify TCG and shall secure all permissions required to use such material.

c. Within five working days after termination of this agreement, the Consultant shall deliver to TCG all materials in its custody or control relating to the preparation of the Work Product.

8. **Additional Representations.** The Consultant represents that:

8.1. All material submitted hereunder is the Consultant's own original literary, artistic and photographic work, or that use thereof has been authorized;

8.2. Any Work Product does not infringe third-party intellectual property, contractual or proprietary rights; and

8.3. The parties also warrant that they will use reasonable efforts to determine that any electronic information exchanged between them shall be free of computer viruses.

The TCG represents that:

8.4. It will not misrepresent any of the activities conducted by GVC outlined in this agreement nor will it announce or publicize that the GVC personnel hold any official government position outside of their respective role with GVC.

8.5. It will not post online or publicize in any manner any confidential documents or U.S. government filings without the prior written consent of GVC.

8.6. It will not request that any fees or contributions collected by GVC in connection with TCG activities shall be used for any but lawful purposes and the manner in which they were intended.

9. **Independent Contractor/Agency.** The Consultant is performing its services under this agreement as an independent contractor, and as an independent contractor, the Consultant and its employees will not be treated as employees of TCG for any reason, including for compensation, benefits, or tax purposes. The Consultant is free to engage in other business activities so long as those activities do not interfere with the Consultant's performance under this agreement. Nothing in this agreement creates a partnership or agency relationship, and neither party has the authority to bind the other to any other contract or agreement.

10. **Assignment.** The Consultant shall not assign this agreement, in whole or in part, or its right to receive payment hereunder, to any other party without the written consent of TCG.

11. **Compliance with Applicable Law.** The Consultant shall comply with all federal, state and local laws, rules and regulations in the performance of this agreement. TCG shall comply with all applicable laws in Taiwan related to this agreement and with regards to all of the activities that it engages in or conducts within Taiwan or world-wide.

12. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. Any waiver by TCG of a condition or obligation of the Consultant under this agreement will not constitute a waiver of any other condition or obligation of the Consultant.

13. **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement will not be affected by that unenforceability and that provision will remain enforceable to the fullest extent permitted by law.

14. **Force Majeure.** If, by reason of any occurrence beyond the control of the parties, either party is prevented from performing, in whole or in part, any obligation hereunder, that party shall be excused from performance of that obligation.

15. **Merger.** This agreement constitutes the entire agreement of the parties and supersedes all other oral or written agreements relating to the subject matter of this agreement.

16. **Governing Law/Jurisdiction.** The laws of the District of Columbia govern all matters arising under this agreement. By signing this agreement, the Consultant consents to the exclusive jurisdiction of the federal and local courts of the District of Columbia. Any proceeding arising out of this agreement must be brought exclusively in the federal or local courts of the District of Columbia.

By signing below, the parties agree to the terms of this agreement.

Global Vision Communications

Taiwan Civil Government

By: Neil Hare
Signature
Neil Hare
Print Name
President and CEO
Title
June 1, 2019
Date

By: Roger C.S. Lin
Signature
ROGER C.S. LIN
Print Name
President
Title
June 1, 2019
Date